IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 1205 OF 2005
IN
SUIT NO. 723 OF 2005

ICC (India) Pvt. Ltd. ... PLAINTIFF

V/s.

Mohammed Husain Khatib ... DEFENDANTS

Mr. Nusrat Shah with Ms. Pervin Contractor with Ms. Sonika Gite with Ms. Rupali Kadam with Mr. I. Sayyed i/b. M/s. N.N. Shan for the plaintiff.
None for the defendant.

CORAM : ANOOP V. MOHTA, J.
DATED : 24th March, 2006

P.C.

. Heard. None appeared for the defendant, though served. Affidavit of service of plaintiff dated 24.03.2006 is taken on record.

2. The main suit is pending for declaration that agreement dated 29th December, 2002 is valid, subsisting and binding on the parties. There are other consequential reliefs claimed. By this Notice of Motion, the plaintiff has prayed for ad-interim relief. In view of clause (4) of the said agreement in question, whereby it has been agreed that during the term of employment and thereafter, employee will not, without the prior written consent of I2C WORLD

Management, divulge, furnish or make accessible to any third person, company or organisation any of the proprietary or confidential information pertaining to I2C WORLD or its customer's business methodology or confidential information.

3. The basic principal of intellectual property and such agreement is always depend on confidential information between the parties. Having once accepted the terms and conditions, I am of the view that in absence of any defence or denial to the averments raised, the case has been made out by the plaintiff for grant of ad-interim relief in terms of prayer clause (a).

Clause (a) - That pending the hearing and final disposal of the suit the Defendant, his servants and representatives be restrained by an order of injunction from in any manner whatsoever parting with the proprietary data and confidential information pertaining to the Plaintiffs' agents i2C World INC. or its customer's business, methodology or confidential information to others as per the terms agreed by the Defendant in agreement dated 29th December, 2003;

4. This Notice of Motion is disposed of in terms of prayer clause (a).

[ANOOP V. MOHTA, J.]